support. *Bedford* v. *Bedford*, 136 Ill. 354, 26 N. E. 662. See *Buckworth* v. *Buckworth*, 1 Cox, 80, 81. But in no instance would equity compel a father to maintain his child, for no legal obligation was recognized. But more recently many courts have declared that the father is under a legal duty to support his minor children. *Porter* v. *Powell*, 79 Iowa 151, 44 N. W. 295. See *Treasurer & Receiver General* v. *Sermini*, 229 Mass. 248, 251, 118 N. E. 331. See also 9 HARV. L. REV. 488. The dissenting opinion in the principal case contends that equity should act, since the law gives no remedy for the violation of this new legal duty. But it would seem that this is not a relative duty but an absolute one, for which there is properly no correlative legal right. See 1 AUSTIN, JURISPRUDENCE, 4 ed., 67, 413; Langdell, "A Brief Survey of Equity Jurisdiction," 1 HARV. L. REV. 55. The law is well settled in accordance with the majority opinion that equity will not order a father to provide maintenance in the absence of an express statutory enactment. *Huke* v. *Huke*, 44 Mo. App. 308. See *Alling* v. *Alling*, 52 N. J. Eq. 92, 96; 27 Atl. 655, 657. The dissent is interesting as illustrative of a recurring tendency to identify law and morals.

EQUITY — PROCEDURE — CROSSBILL IN EQUITY ADDING NEW PARTIES. — The assignee of a real estate mortgage brought action thereon against a purchaser of the property who had assumed the debt. The defendant filed a counterclaim against the plaintiff for damages resulting from fraud practiced in inducing him to purchase the property, and a demand on the same account against several new parties alleged to have participated in the fraud. The Kansas statutes allowed new parties to be brought in by counterclaim, but the defendant had not complied with the statutory provisions. (1915 KAN. GEN. STAT., §§ 6930, 6991.) *Held*, that the parties were properly joined. *Davies* v. *Lutz*, 185 Pac. 45 (Kan.).

The flat rule that new parties may never be joined by a crossbill has been laid down in many cases, on the theory that the defendant may bring in only parties necessary to the complaint, and this he must do by objection for nonjoinder. *Patton* v. *Marshall*, 173 Fed. 350; *Richman* v. *Donnell*, 53 N. J. Eq. 32, 30 Atl. 533 (discredited by *Green* v. *Stone*, 54 N. J. Eq. 387, 34 Atl. 1099); *Perea* v. *Harrison*, 7 N. M. 666, 41 Pac. 529. There is a tendency in the later cases to allow new parties by crossbill when, as in the principal case, the new parties are necessary to the relief sought against the complainant by the crossbill, or to a complete determination of the questions raised by it. *Ulman* v. *Iaeger*, 155 Fed. 1011; *Indian River Mfg. Co.* v. *Wooten*, 48 Fla. 271, 37 So. 731; *Green* v. *Stone*, *supra*. A crossbill which sets up matter not pertinent to that of the original bill and seeks no relief against the complainant, should be dismissed for want of equity. *Andrews* v. *Hobson's Adm'r*, 23 Ala. 219; *Daniel* v. *Morrison*, 6 Dana, 182; *Josey* v. *Rogers*, 13 Ga. 478. This on principle should be the test of any crossbill, regardless of whether new parties are sought to be added by it or not. In the majority of the cases laying down the rule that new parties may never be thus added, the same result would have been reached under this test. It was easy for the court in the principal case to reach the proper result because of the liberalization of the common-law rule as to new parties in the Kansas statutes cited. *Cf.* 31 HARV. L. REV. 1034.

FOREIGN CORPORATIONS — VALIDITY OF SERVICE ON AGENT FOR FOREIGN CAUSE OF ACTION AFTER WITHDRAWAL FROM STATE. — A foreign corporation, doing business in New York, appointed an agent for receiving service on it, as required by statute. (CODE CIV. PRO., § 1780; GEN. CORP. L. §§ 16, 432.) Prior to this suit, the corporation had withdrawn from the state, but had failed to revoke the agent's authority. The plaintiff served the agent on a